



**Federal Communications Commission
Washington, DC 20554**

Reply to Attn of: **Contract & Procurement Center**

05/05/2008

TO: Interested GSA Schedule Firms

SUBJECT: Request for Proposal (RFP) Number RFQ08000010 for the Federal Communications Commission's (FCC) "Customer and Auction Support Services"

The Federal Communication Commission (FCC) is issuing this competitive RFQ to solicit GSA Schedule contract holders for the purpose of entering into a Task Order under the schedule contract. The FCC will conduct this acquisition using Subpart 8.4 under the Federal Acquisition Regulation. If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. All quote submissions shall be posted on the applicable GSA e-buy page. This solicitation will also be posted on the FCC website at: www.fcc.gov/omd/contracts/preaward/.

Note: It is the responsibility of each interested vendor to monitor the GSA e-buy website and the FCC contracts website for any updates and amendments to this solicitation.

Offerors may submit questions in reference to this solicitation via e-mail to: mashonda.smith@fcc.gov. **The deadline for submission of questions is 2:00 PM EST, May 15, 2008.** Answers will be posted on the stated websites O/A May 23, 2008. Offerors are required to electronically submit a written technical quote and a price quote (separately) for the purposes of assuring that the prospective Contractor is fully cognizant of the scope of this contract and has the capability to complete all Performance Work Statement (PWS) requirements.

Offerors are to provide a total solution utilizing and demonstrating their applicable GSA Schedule and NAICs Code. Offerors may propose appropriate labor categories from their own Schedule contract(s) or Offerors may team with another Schedule holder(s) to offer a blended solution. In support of the FCC to attain socio-economic goals established by the SBA, this RFQ is targeted for small business concerns. Hence, all offerors responding to this RFQ shall be evaluated for potential award based on verification of socio-economic status indicated in their representation & certification that their proposed firm does hold a type of small business status as defined by the SBA. Companies with small business status will receive up to an additional 15 evaluation points upon validation. Award will be based upon overall best value to the government.

Please Note: Due to the nature of this requirement and in an effort to effectively meet the subject requirement's needs and to promote the highest level of quality for this contract, the FCC has not designated a specific GSA Schedule to solicit. This solicitation is open to GSA Schedule holders that can meet the requirements stated in the PWS and Evaluation Form. **All offerors shall certify in writing that their proposed quote falls within the scope of their**

referenced GSA Schedule contract(s) and NAICS Code(s). To further clarify, vendors must include a brief statement within their quote of how their GSA Schedule number and NAICS Code is the best fit to meet this requirement's needs.

All potential offerors are cautioned to strictly adhere to the provisions of their GSA schedules contract and this RFQ regarding conflicts of interest. Any such matters must be brought to the attention of the contracting officer at or before the time offers are due. Please be advised that if an actual or potential personal or organizational conflict exists between your firm and the FCC that cannot be resolved, avoided, or mitigated to the satisfaction of the FCC, then your firm shall not be considered eligible for an award.

All offerors shall follow the following quote instructions and submit their proposal with the completed quote cover sheet (copy enclosed). Your **quote** shall indicate an **acceptance period of no-less-than 90 days** from the due date for submission.

The **proposal shall not exceed 15 pages**, excluding resumes, past performance information, price information, and applicable attachments. A page is defined as one side of an 8½" x 11" sheet of white, un-textured paper, single-spaced, with at least one inch margins on all sides, using not smaller than 12 characters per linear inch or be smaller than twelve (12) point, and shall not exceed six (6) lines per vertical inch. The type for all documents submitted (including charts and graphs) shall be black. The quote shall be provided electronically via email as stated above. The technical and price proposal must be submitted separately for evaluation purposes.

SUBMISSION REQUIREMENTS

Your quote **MUST** cite the appropriate Schedule Contract Number in your quote submission along with your tax identification number (**TIN**) and Dun & Bradstreet Number (**DUNS**), North American Industrial Classification System (**NAICS**), Standard Product Code (**SPC**) and other pertinent information found in Attachment 1, Quotation Cover Page. Please ensure that your firm is CCR Certified (<http://www.ccr.gov>).

ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

Offerors must acknowledge all (if any) assumptions, conditions, or exceptions with ***any*** of the terms and conditions of this solicitation including the PWS. If not noted in this section of your quote, it will be assumed that the offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein.

TECHNICAL QUOTE INSTRUCTIONS

Offerors shall provide a technical quote that addresses the evaluation criteria listed below and Attachment 9, Evaluation Criteria in the following three areas: To facilitate evaluation of proposals offerors are requested to present the narrative portion in the format outlined below:

Evaluation Factor 1 - Technical Approach

Quoters are required to provide a written technical proposal that explains their proposed technical approach to meeting the requirements within established timeframes. The discussion should, at a minimum, include the following discussions:

- Sub-Factor 1A. Small Business
- Sub-Factor 1B. Customer Service Methodology
- Sub-Factor 1C. Management Plan
- Sub-Factor 1D. Experience
- Sub-Factor 1E. Requirements
- Sub-Factor 1F. Project Performance Plan (PPP)

Refer to Attachment 9, Evaluation Criteria for more detailed information.

Please Note: A draft Phase-In and Project Performance Plan is to be included with the submitted technical quote as a separate attachment as listed in the requirements and deliverables sections of the PWS.

Evaluation Factor 2 – Past Performance (To be submitted with Technical Approach)

Quoters are required to provide a written technical proposal that explains their past performance (at least 3 references) that satisfies the requirements defined in this document.

The Offeror shall identify three 3-5 contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three (3) years. Relevant is defined as work similar in complexity and magnitude of the work described in this Performance Work Statement.

Offerors proposals shall include the following information:

- Project title;
- Description of the project;
- Contract number;
- Contract amount;
- Government Agency/Organization;
- COTR's name, address, and phone number;

Evaluation Factor 2 – Past Performance Contd.

- **Reference's name, address, phone number, and e-mail**
- Contract and, if applicable, task order number;
- Current status, e.g., completed and/or if in progress, start and estimated completion dates;
- Dollar value and type of contract;
- Name of company being referenced;
- SOW/PWS paragraphs that the reference applies to;
- Key personnel (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.); and
- A brief narrative of why you deem the reference to be relevant to this effort

The Government reserves the right to contact each reference provided to obtain supportive past information. Please notify your references of the potential to provide a verbal reference to the evaluation team.

The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort.

Technical proposals that merely parrot the requirements set forth in the PWS and state that the "Offeror will perform the statement of work" or similar verbiage will be considered non-responsive and will not receive further consideration. The FCC is interested only in quotes that demonstrate the Offeror's requisite expertise in performing engagements of this type as illustrated by the Offeror's description of how it proposes to perform the requirements set forth in the PWS.

Note: *The Offeror shall ensure that personnel proposed are current in the knowledge required to support the tasking. The personnel proposed must be available and assigned to the project.*

Evaluation Factor 3 – Price (To be submitted separate from Technical Approach)

PRICE QUOTE INSTRUCTIONS

Your price quote shall be a separate volume from your technical quote. The price quote shall be submitted as a **Fixed Price Labor Hour/Time and Material quote** and shall be based on your current GSA Schedule contract's fully burdened labor rates for all applicable labor categories, utilizing any and all discounts.

- (1) Identify the labor category(s) to be utilized for this effort, a description of the skills and experience per category, and the number of hours and hourly rate(s) proposed, and any other proposed associated costs, for calculating the proposed price .
- (2) Provide a copy of the Offeror's GSA Contract (including contract clauses) listing the applicable labor categories and fixed rates. Fixed rates shall include all costs and fees, including overhead and profits, and shall identify any reduction in schedule rates offered. **Offerors are encouraged to discount their labor rates.**
- (3) Due to possible travel related expenses, provide a Not-To-Exceed quote per period (i.e. base period and each option period) of any other direct costs associated with potential travel expenses to be incurred. The travel NTE price shall not be greater than the NTE amount listed accordingly on attachment 10. Offerors shall utilize the appropriate CLIN line item number for each period as listed in the attached price sheet.
- (4) Offerors are to submit the attached price sheet (attachment 10) with the price quote.

EVALUATION & BASIS FOR AWARD

This procurement shall be conducted giving each solicited firm a fair opportunity by selecting a quote based on the best combination of price and qualitative merit and reduce the administrative burden of all parties. Fair opportunity is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the Offeror with the lowest overall evaluated price. However, the Government will consider awarding to an Offeror with higher qualitative merit if the Contracting Officer determines it to be in the Government's best interest.

The Performance Work Statement (PWS) serves as the Government's baseline requirements. All offers will be judged against these requirements. Price and technical merit will be considered equal in importance and will not be assigned weights. The Government intends to award without discussions.

Please note that this request does not commit the Government to pay any costs incurred in the submission of your offer, nor to contract for said services. Note also, that full, accurate, and complete information is required by this request in accordance with 18 U.S.C. § 1001 which also prescribes the penalties for making false statements.

The RFQ due date (closing date) is 2:00 PM EST, Monday, June 2, 2008.

Inquiries regarding this procurement may be addressed to the undersigned by telephone call on 202-418-0933 or by email at mashonda.smith@fcc.gov



MaShonda Smith
Contracting Officer

Attachments:

- | | |
|---|---------------|
| • Non-Disclosure Agreement | Attachment 1 |
| • FCC Security Operations Center Contract Personnel Record | Attachment 2 |
| • FCC Computer System Application Access Assignment Form | Attachment 3 |
| • Declaration for Federal Employment - website address (OF-306) | Attachment 4 |
| • FCC Policy Statement on the Prevention of Workplace Violence | Attachment 5 |
| • FCC Computer Security Program | Attachment 6 |
| • Performance Work Statement | Attachment 7 |
| • FCC Quote Coversheet | Attachment 8 |
| • Requirement Evaluation Criteria | Attachment 9 |
| • Requirement Price Quote Spreadsheet | Attachment 10 |
| • Requirement Historical Data | Attachment 11 |

Performance Work Statement

Performance-Based Work Statement (PWS)
for
FCC Customer Service and Auction Support Services

TABLE OF CONTENTS

1.0	BACKGROUND
2.0	SCOPE/OBJECTIVE
3.0	PRICING ARRANGEMENT
4.0	PERIOD OF PERFORMANCE
5.0	TASKS
6.0	REQUIREMENTS
7.0	CONTRACT ADMINISTRATION
8.0	DELIVERABLES SCHEDULE
9.0	PRICE SCHEDULE
10.0	FCC CONTRACT CLAUSES AND ATTACHMENTS

1.0 BACKGROUND

The Federal Communications Commission is an independent federal regulatory agency. Established by the Communications Act of 1934, it is charged with regulating interstate and international communications by radio, television, wire, wireless media, satellite, and cable. Its jurisdiction covers the 50 states, the District of Columbia, and U.S. possessions and territories.

2.0 SCOPE/OBJECTIVE

This requirement is a FAR Part 8 GSA schedule buy. The selected contractor shall provide non-personal services that will support a variety of projects pertaining to the functions of the Wireless Telecommunications Bureau (WTB) and the Consumer and Governmental Affairs Bureau (CGB) respectively. WTB (Officially established in 1994) includes licensing, enforcement, and the regulatory duties primarily for wireless telecommunications services. Under authority granted to the Commission by Omnibus Budget Reconciliation Act (OBRA) of 1993 and expanded in the Balanced Budget Act (BBA) of 1997, it is also responsible, through its Auctions Division, for implementing competitive bidding for wireless, broadcast, and other spectrum licenses. CGB includes handling of complaints and inquires regarding all aspects of telecommunication services.

3.0 PRICING ARRANGEMENT

The Government intends to award a **Time and Materials** contract for a base year and four option years. The contract, based on the solution offered by the successful offeror, will issue the following types of Task Orders: Firm Fixed-Price (FFP), Time and Material (T&M) or Labor Hour (L-H) or a combination of the three plus performance arrangements/plan (i.e. incentives and disincentives) coupled to the previous types, as defined in FAR Part 16. However, the Government reserves the right to award the most appropriate contract and task order types. The awardee will be responsible to construct a performance plan that will be approved by the government prior to implementation at a later date, within 45 days of contract award. The primary service area/location is Gettysburg, PA. Travel to FCC Headquarters may be needed on a very infrequent basis.

All pricing shall be on an annual basis corresponding with the contract award/notice to proceed. The resulting contract will be tailored to the successful solution and pricing structure.

ODC General Administrative/Material Handling Expense Fixed Rate. A flat fixed rate shall be used to reflect the general and administrative/material handling expense for ODCs and/or travel items. A different rate may be proposed for each option year however the rate may never exceed 5 percent. Ownership of supplies acquired by the contractor with Government funds, for performance of this contract, shall vest with the Government.

Infrequent contractor travel may be required and will be reimbursed in accordance with the Federal Travel Regulations, Joint Travel Regulations and Joint Federal Travel Regulations. The contractor shall maintain records to support all reimbursable travel costs, which shall be made available to the Government for inspections, acceptance and approval. Offerors shall utilize the

Performance Work Statement

appropriate CLIN line item number for each period of performance as listed in the attached price sheet.

4.0 PERIOD OF PERFORMANCE

Period of Performance: Base year with four one (1) year option periods.

Contract Effective Date:	09/01/2008
Phase In Period:	09/01/2008 – 09/14/2008
Base Period:	09/01/2008 – 08/31/2009
Option Year 1:	09/01/2009 – 08/31/2010
Option Year 2:	09/01/2010 – 08/31/2011
Option Year 3:	09/01/2011 – 08/31/2012
Option Year 4:	09/01/2012 – 08/31/2013

5.0 TASKS

The Contractor will manage three separate and unique tasks under this contract. Each task is described in detail below which provides additional responsibilities for each respective task. In addition, each of the areas where the tasks will be performed has call center operations and therefore all three tasks will have the responsibilities below in common. Responsibilities include but are not limited to:

- Providing oversight of call center functionalities
- Providing management style, skills, and experience level to enhance call center activities.
- Fostering a work environment that promotes excellent customer service.
- Providing staffing and training plans including methodology used to determine promotions and disciplinary measures
- Providing performance matrix within 30 days of contract award, matrix to be negotiable and when approved by FCC, incorporated into the contract
- Key personnel must be qualified, competent, trained personnel and able to perform their required duties effectively from the outset.
- Key personnel will have 90 day probationary period. These persons must remain in their positions for at least 90 days unless the FCC determines they are not performing in a satisfactory manner.
- Key personnel that leave before the end of the 90 day probationary period must be replaced within 2 weeks by a person having qualifications at least equal to or better than the departing person.
- Providing sufficient oversight to ensure that all personnel are functioning at an acceptable level of performance and that positions are filled within 2 weeks of vacancy and kept filled with qualified, competent, and trained personnel

Performance Work Statement

- Providing resumes of contractor candidates for proper approval prior to work beginning under this contract
- Providing all necessary managerial support to all contract employees including: recruitment efforts (i.e. staffing, soliciting, interviewing, and hiring) and retention (i.e. training, development, etc)
- Ensuring that all personnel are trained on the applicable hardware and software, including upgrades, and are able to perform their required duties effectively from the outset. Generally, all calls are recorded and will be periodically reviewed to ensure the public is being furnished with accurate information.
- Answering incoming calls
- Performing all other telephonic, data entry or clerical assignments as needed to fulfill the requirements.
- Maintaining a call log of all incoming and outgoing calls
- Assisting in designing and maintaining statistical reports
- Developing procedures manuals and handbooks

Task Order 1 (TO 1): Licensing Customer Support Services

Billing Reference: CLIN 0001

The work for this portion of the requirement will be performed in the Spectrum Management Resources and Technologies (SMRT) Division, Wireless Telecommunications Bureau in Gettysburg, PA. **The purpose of TO 1 is to provide licensing and related support to FCC licensees and customers utilizing the FCC's licensing and licensing related electronic systems.**

This work will be performed in the SMRT Division, Gettysburg, PA. Contractor performance will take place at 1270 Fairfield Road, Gettysburg, PA 17325. Contractor tours of duty will be between the hours of 7:50 a.m. to 6:00 p.m., Monday through Friday to accommodate the FCC's TO1 schedule of service from 8:00 a.m. to 6:00 pm. Any change in hours by the FCC shall be accommodated by the contractor. The contractor shall support the Contracting Officer's Technical Representative (COTR) and/or Technical Point of Contact (TPOC).

The contract staff uses state of the art software to receive, track and monitor customer inquiries. Cisco's Internet Protocol Call Center, Customer Response Solutions provides a tool for managing the various call queues as well as generating both real-time and historical reports of call activity. Remedy Customer Support Tracking Software is used to monitor requests once they are received by the customer support staff. Remedy provides each customer a case tracking number which they may use to check the status of their request. Additionally, Remedy is integrated with a detailed knowledge database ensuring staff provide current standardized answers to inquiries.

The SMRT Division currently receives an average of 13,000 calls and web inquiries per month, while maintaining an average 9 second speed of answer, and an average 1% abandon rate. While most requests are in English, a monthly average of 100 requests are received in Spanish.

Performance Work Statement

The contractor key personnel is responsible for daily assignments of contractor personnel, to execute all personnel administrative actions required at the local level, to assist with daily oversight and training on new and updated information to be distributed to the public and to assist in performing the same duties as those they oversee.

TO 1 responsibility also include but are not limited to:

- Maintaining an average Speed of Answer of no more than 30 seconds and an average Abandon Rate of no more than 5% per month. Research and call backs must be completed within 48 hours of inquiry. Results of Customer Satisfaction Survey must reflect overall satisfaction with service by the public within 90 – 95% range.
- Answering incoming calls and E-support web requests concerning: FCC licensing systems and the associated licensing forms; public notices and news releases
- Providing appropriate personnel to answer incoming calls/Web requests for technical assistance which can include providing technical help for questions pertaining to connectivity problems, hardware problems (PC versus Mac); browser problems, java plug-in problems; operating system issues; application problems; firewall issues and any other technical issue that may arise
- Making outgoing calls as needed to complete all open cases as well as to monitor customer satisfaction
- Providing Spanish bilingual support person to provide translation and interpretation of any incoming Spanish requests, entering English translations into the call tracking system and providing appropriate written or verbal answers back to the customer.
- Utilizing existing Knowledge Base to complete inquiries
- Maintaining a paper backup if the system is not available
- Performing Personal Security Question (PSQ) processing for the Commission's FCC Registration Number system (FRN) Note: these PSQs allow users to manage their own passwords that are required for access to the online filing portions of the Commission's databases
- Conducting research and developing detailed written and verbal responses to telephonic, correspondence, or web and email inquiries received from the public
- Providing support personnel, as needed, between the hours of 7:50 a.m. to 6:00 p.m., Monday through Friday to accommodate the FCC's TO1 schedule of service from 8:00 a.m. to 6:00 pm. Any change in hours by the FCC shall be accommodated by the contractor.
- Providing a summary of any meetings to the Contracting Officer's Technical Representative (COTR) within five business days.
- Providing detailed reports on daily, biweekly, monthly and quarterly basis.

Task Order 2 (TO 2): Auction Support

Billing Reference: CLIN 0002

The work for this portion of the requirement will be performed in the Auctions & Spectrum Access (ASA) Division, Wireless Telecommunications Bureau in Gettysburg, PA. **The purpose of TO 2 is to assist with auction bidding support as well as auction marketing and outreach support.**

Auctions are scheduled on an as needed basis and multiple auctions can be conducted concurrently. Each auction consists of an abbreviated training period, a mock auction, and the actual auction event which generally runs 2-8 weeks in duration. Temporary bidder support is normally required for each auction. (ASA Division will notify the contractor of the number of temporary contractors needed prior to the auction event, based on the number of potential bidders and items being auctioned.)

Auction bidding support also includes 1) answering daily auction inquiries, overseeing hiring, training, and performance of bid assistants, maintaining various data reports; and 2) performing analysis of auction design, auction results, software functionality, statistical data, and bidder activity.

This work will be performed in the ASA Division, Gettysburg, PA. Contractor performance will take place at 1270 Fairfield Road, Gettysburg, PA 17325. Contractor tours of duty will be 8:00 a.m. – 6:00 p.m. EST, Monday through Friday. Occasionally, support may be needed later than 6:00 p.m. and may require contractor to travel for one or more days, including weekends. The contractor shall support the Contracting Officer's Technical Representative (COTR) and/or Technical Point of Contact (TPOC).

TO 2 responsibilities also include but are not limited to:

- Maintaining a pool of temporary contractors. Must be able to provide a specified number of qualified contractors 1 week prior to each auction event.
- Answering incoming calls and emails from potential bidders concerning the auction process and procedures
- Making outgoing calls to potential bidders concerning the auction process and procedures
- Providing guidance to potential bidders on where specific auction information can be found
- Maintaining the Auction Inquiry Database and call log
- Providing a monthly call report of all inquiry phone calls, transfers, call backs, and emails which were responded to by the Auctions Support Team.
- Overseeing the Auction Bidder Line including but not limited to:
 - Developing procedure manuals and handbooks
 - Assisting in writing/updating telephonic scripts
 - Testing the bidding and FCC Form 175 software and systems
 - Training temporary contractors on proper phone techniques, security measures, and use of the auctions bidding system

Performance Work Statement

- Answering complex bidder inquiries concerning the auctions process and procedures, as well as how to utilize the features of the auctions bidding system.
 - Preparing detailed telephonic summary reports for all auctions
- Providing support for auction marketing and outreach efforts
- Preparing documents for mass mailings
- Finalizing shipping procedures
- Providing assistance at seminars, trade shows, and auctions marketing events including but not limited to:
 - Processing seminar reservation requests
 - Interaction with attendees in answering questions
 - Performing research
 - Helping to locate information
 - Developing and preparing information
 - Coordinating reservations and travel arrangements
 - Assisting with set up and clean up efforts.
- Providing guidance to bidders during mock auctions and the duration of the auction event, which includes taking confidential bids by telephone, entering those bids into the auction bidding system, providing bid confirmation by fax, providing round result information, as well as giving guidance on where specific auction information can be found in various public notices (includes temporary contractors)
- Providing analytical support including but not limited to:
 - Conducting research via the internet and other primary sources
 - Creating summaries and reports on auctions history, auction activity, qualified bidders, and other auctions related inquiries
 - Gathering, analyzing, and composing “level-one” analytical and statistical data as it relates to the Auctions program
 - Interpreting forms and/or translating technical auction information into clear easy-to-understand documentation to be used by both technical and non-technical personnel
 - Performing pre-auction analysis on available spectrum and generates inventory lists of unsold licenses from previous auctions
 - Assisting in the review of all pre-auction public notices
 - Providing senior level content support and training to contracted employees on the current FCC Form 175 software and auctions bidding system
 - Consulting, coordinating, and/or offering staff support on the various stages of the auctions systems development of the Integrated Spectrum Auction System (ISAS), including but not limited to the analytical integrity and consistency in business flow processes for various types of auctions, such as package bidding, daisy chain, sealed bid, clock, proxy, two-sided auctions, voucher, etc

**TASK ORDER 3 (TO 3): Consumer & Governmental Affairs Bureau (CGB)
HOTLINE SUPPORT**

Billing Reference: CLIN 0003

Work for this portion of the requirement will be performed in the Consumer & Governmental Affairs Bureau (CGB). Functions of CGB include developing and administering the Commission's consumer and inter-governmental affairs policies. It's initiatives are to enhance the public's understanding of the Commission's work and facilitate the agency's relationships with other governmental agencies and organizations.

The contracted staff uses state of the art software to receive, track and monitor customer inquiries. Lucent CentreVu provides a tool for managing the various call queues as well as generating both real-time and historical reports of call activity. In addition Freedom by Dictaphone is used for monitoring the contractor calls and Remedy Customer Support Tracking Software is used to handle inquiries received by telephone. The Division updates the Remedy System with scripts and Fact Sheets to ensure the staff is providing the most up to date information.

CGB receives an average of 50,000 total calls per month. Callers select an option from an Interactive Voice Response System and receive an automated response or are routed to a queue to speak with an agent. **The purpose of TO 3 is to assist with all telephonic inquiries for English and Spanish calls to the Consumer Center queue.** Contracted staff will follow a script and use information available on official websites to respond to callers. Any calls that are beyond established protocol are escalated to FCC staff for handling. This queue currently receives an average of 13,256 calls per month. However, with the transition of Digital Television (DTV) effective February 2009, it is anticipated the volume of calls will steadily increase until approximately one year after the transition. There is a high probability that a majority of this increased call volume will require bilingual agents. Our goal is to maintain an average 2 minute speed of answer and an average of less than 3% abandon rate.

This work will be performed in the Consumer Inquiries and Complaints Division, Gettysburg, PA. Contractor performance will take place at 1270 Fairfield Road, Gettysburg, PA 17325. Contractor tours of duty will be 11:30 a.m. – 8:00 p.m. EST, or 9:00 a.m. – 5:30 p.m. EST, Monday through Friday. These extended hours provide support for the public located in the western parts of the United States. The contractor shall support the Contracting Officer's Technical Representative (COTR) and/or Technical Point of Contact (TPOC).

TO 3 responsibilities include but are not limited to:

- Providing daily oversight and training on new and updated information to be distributed to the public
- Functioning as the initial responders to calls that are routed to the Consumer Center's English and Spanish queues in an efficient and effective manner. Calls and responses vary depending upon the nature of the call and may include but are not limited to:

Performance Work Statement

- Responding to callers with scripted language and mailouts that are available in the Division's Remedy Help Desk Technology (Remedy) system
- Researching and providing status information concerning inquiries and informal complaints
- Entering informal complaints from consumers into Oscar, Form 1088 and Form 2000 databases
- Transferring callers within and outside the agency as appropriate
- Providing Spanish bilingual support persons to provide translation and interpretation of any incoming Spanish requests, entering English translations into the applicable systems or databases and providing appropriate written or verbal responses back to the customer.
- Possessing knowledge of the proper use of regular business and TTY telephone equipment
- Possessing ability to prepare written documents using correct punctuation, grammar and spelling
- Possessing ability to convey information clearly and concisely
- Possessing knowledge of the use of personal computers and Microsoft Office computer software applications
- Providing a monthly call report of calls handled in English and Spanish, average speed of answer, average talk time and calls abandoned.

6.0 REQUIREMENTS

The services specified by this contract shall be performed under the following requirement(s):

ALL TASKS:

- All contractors must have high school diploma or equivalent
- All contractors must have data entry/typing skills
- All contractors must have previous customer service experience
- All contractors must have ability to interpret and apply applicable rules, policies and procedures
- All contractors must demonstrate ability to communicate clearly and courteously with the public
- Contractors fulfilling supervisory or management responsibilities must have experience in supervision and/or call center operations
- Contractors fulfilling supervisory or management responsibilities for Task 1 and 3 shall be acquainted with Call Center Management reporting tools, specifically those used to determine staffing levels as they relate to call volume
- Contractor shall assure minimum staffing changes and train new hires during the performance of the contract
- Contractor shall adhere to the finalized and approved phase-in plan
- Contractor shall adhere to the finalized and approved Project Performance Plan (PPP)

Performance Work Statement

TASK 1 SPECIFIC:

- Contractors fulfilling the technical responsibilities discussed under Task 1 must have:
 - minimum of high school education plus two years of technical work experience dealing with the public or a college degree in a computer related field
 - previous customer service experience in a technical environment
 - flexibility to perform various duties as assigned
 - ability to learn quickly in a computer environment
 - strong skills in Internet technologies and Java
 - at contract award, the contractor's quote must demonstrate (at minimum) that a least one phase-in employee fulfilling the technical responsibilities possess a minimum 6 months experience relating to FCC licensing systems
- Bilingual contractors must be able to provide Spanish to English and English to Spanish translation and interpretation both verbally and in writing.
- At contract award, the contractor's quote must demonstrate (at minimum) that 25% of the total number of phase-in employees fulfilling the responsibilities for routine inquiries possess experience, knowledge, and skill relating to FCC licensing systems with a minimum of six (6) months experience.

TASK 2 SPECIFIC (Does not apply to Temporary contractors):

- Knowledge of Microsoft Access, Power Point, Word, Acrobat, and Excel
- Knowledge of the FCC's Auction program and the FCC's Integrated Spectrum Auction System (ISAS)
- Knowledge of the analytical integrity and consistency in business flow processes for various types of auctions, such as package bidding, daisy chain, sealed bid, clock, proxy, two-sided auctions, voucher, etc.
- Experience in researching and providing analysis and statistical data to be used by both technical and non-technical personnel
- Experience in staffing, soliciting, interviewing, hiring, training and managing a temporary and fluctuating work force

TASK 3 SPECIFIC:

- Bilingual contractors must be able to provide Spanish to English and English to Spanish translation and interpretation both verbally and in writing.
- At contract award, the contractor's quote must demonstrate (at minimum) that 25% of contractors fulfilling responsibilities described under Task 3 possess experience, knowledge, and skill relating to the DTV transition with a minimum of three (3) months experience.

7.0 CONTRACT ADMINISTRATION DATA

Within 5 business days of contract award, the contractor shall schedule interviews with key government personnel in order to develop appropriate performance metrics and surveys. Interviews will be completed within 15 business days of contract award. The Contractor will propose a performance plan/metrics and surveys will be submitted with the contractor's quote. Final approval of the performance plan will be approved within 30 days of contract award. In addition, the contractor will submit a draft phase-in plan proposal with submission of the contractor's quote. The draft phase-in plan will consist of a two (2) week phase-in timeframe and include all phase-in personnel and activities. Performance scoring will commence on October 1, 2008. Performance scoring and metrics are to be included in all monthly status reports. Upon Government acceptance of the surveillance approach, the contractor shall schedule a quarterly review of the approach. At each review, the selected measures will be analyzed to determine if they continue to meet the performance objectives of this contract. If the Government determines the performance objectives need to be altered, the contractor shall propose modifications within 10 business days of the Government's determination.

8.0 DELIVERABLES SCHEDULE

DELIVERABLE ITEM	DELIVERABLE DUE DATE	DELIVERABLE FORMAT	GOVERNMENT REVIEW PERIOD	RECIPIENT
Submit draft Performance/Metrics Plan	June 2, 2008	Document submitted via E-mail in Word or Excel	N/A	COTR and alternate COTR
Submit Draft Start-Up Plan	June 2, 2008	Document submitted via E-mail in Word or Excel	N/A	COTR and alternate COTR
Government Interviews Commence	Within 5 days from contract award	Document submitted via E-mail in Word or Excel	N/A	COTR and alternate COTR
Submit Finalized Performance/Metrics Plan	Within 30 days from contract award	Document submitted via E-mail in Word or Excel	10-DAYS AFTER CONFIRMED RECEIPT	COTR and alternate COTR
Submit Finalized Start-Up Plan	Within 40 days from contract award	Document submitted via E-mail in Word or Excel	10-DAYS AFTER CONFIRMED RECEIPT	COTR and alternate COTR
All Tasks: Monthly Timesheets	Within the 5 th business day of the month	Word/Excel	N/A	COTR and alternate COTR
All Tasks: Quarterly Review	Quarterly beginning TBD	Document submitted via E-mail	10-DAYS AFTER CONFIRMED RECEIPT	COTR and alternate COTR
All Tasks: Monthly Status Report on Projects and Activities	10 th business day of every month	Document submitted via E-mail in Word or Excel	N/A	COTR and alternate COTR
All Tasks: Monthly Employee Report	15 th business day of every month	Document submitted via E-mail in Word or Excel	N/A	COTR and alternate COTR
All Tasks: Monthly Invoices	10 th business day of every month	Document submitted via E-mail	In accordance with Federal Fast Pay Procedures; FAR	COTR and alternate COTR
Task 1 and 3: Daily status	Next workday AM	Excel	N/A	COTR and alternate COTR

Performance Work Statement

8.0 DELIVERABLES SCHEDULE CONTD.

DELIVERABLE ITEM	DELIVERABLE DUE DATE	DELIVERABLE FORMAT	GOVERNMENT REVIEW PERIOD	RECIPIENT
Task 1 and 3: Weekly status report	Every Monday AM	Word	N/A	COTR and alternate COTR
Task 1 and 3: Monthly Status report	Within the 5 th business days of the reporting month	Word	N/A	COTR and alternate COTR
Task 1 and 3: Quarterly Status Report	Within the 5 th business day of the beginning of the Quarter	Word/Excel	N/A	COTR and alternate COTR
Task 2: Provide call statistics and summary report for each auction.	Within 5 business days of auction closing	Document submitted via E-mail	N/A	COTR and alternate COTR
Task 2: Provide monthly report showing calls and emails responded to by Auctions Support Team	Within 5 business days of the reporting month	Document submitted via E-mail	N/A	COTR and alternate COTR
Task 2: Provide weekly summary of key personnel's daily tasks and accomplishments	Within 3 business days of the reporting week	Document submitted via E-mail	N/A	COTR and alternate COTR
REPORT FORMAT Monthly Project Status Reports – The Contractor shall prepare and deliver to the Government a project status report reflecting the current status of ongoing efforts and any other relevant information regarding problem areas and their resolutions, significant activities, work progress, contract expenditures and staffing information. The Contractor shall provide this report monthly. The reports shall include the metrics required to support performance scoring for each of the 3 tasks within the contract, individually. All reports shall be prepared in MS Word format or MS Excel and submitted via e-mail to each appropriate COTR not later than the 10 th business day of each month with the content specified by the Government during performance of the contract.				

9.0 PRICE SCHEDULE**PHASE-IN PERIOD: September 1, 2008 through September 14, 2008**

CLIN #: Item	No. of Hours
N/A: Phase-In Period	
Proposed Labor Categories	
TO 1:	
TO 2:	
TO 3:	
Total Phase-In Price	

BASE PERIOD: September 1, 2008 through August 31, 2009

CLIN #: Item	No. of Hours
0001: TO 1 - Licensing Customer Support Services	
Proposed Labor Categories	
Total Base Period - TO 1 Price	

Performance Work Statement

Base Period: September 1, 2008 through August 31, 2009 Contd.

CLIN #: Item	No. of Hours
0002: TO 2 - Auction Support	
Proposed Labor Categories	
Total Base Period - TO 2 Price	

CLIN #: Item	No. of Hours
0003: TO 3 – CGB Hotline	
Proposed Labor Categories	
Total Base Period - TO 3 Price	

Performance Work Statement

Base Period: September 1, 2008 through August 31, 2009 Contd.

CLIN #: Item	No. of Hours
0004: Travel	
Proposed Labor Categories	
Total Base Period – Travel	NTE \$10,000.00

Option Period 1: September 1, 2009 through August 31, 2010

CLIN #: Item	No. of Hours
0101: TO 1 – Licensing Customer Support Services	
Proposed Labor Categories	
Total Option Period 1 - TO 1 Price	

Performance Work Statement

Option Period 1: September 1, 2009 through August 31, 2010 Contd.

CLIN #: Item	No. of Hours
0102: TO 2 – Auctions Support	
Proposed Labor Categories	
Total Option Period 1 - TO 2 Price	

CLIN #: Item	No. of Hours
0103: TO 3 – CGB Hotline	
Proposed Labor Categories	
Total Option Period 1 - TO 3 Price	

Performance Work Statement

Option Period 1: September 1, 2009 through August 31, 2010 Contd.

CLIN #: Item	No. of Hours
0104: Travel	
Proposed Labor Categories	
Total Option Period 1 – Travel	NTE \$10,000.00

Option Period 2: September 1, 2010 through August 31, 2011

CLIN #: Item	No. of Hours
0201: TO 1 – Licensing Customer Support Services	
Proposed Labor Categories	
Total Option Period 2 - TO 1 Price	

Performance Work Statement

Option Period 2: September 1, 2010 through August 31, 2011 Contd.

CLIN #: Item	No. of Hours
0202: TO 2 – Auction Support	
Proposed Labor Categories	
Total Option Period 2 - TO 2 Price	

CLIN #: Item	No. of Hours
0203: TO 3 – CGB Hotline	
Proposed Labor Categories	
Total Option Period 2 - TO 3 Price	

Performance Work Statement

Option Period 2: September 1, 2010 through August 31, 2011 Contd.

CLIN #: Item	No. of Hours
0204: Travel	
Proposed Labor Categories	
Total Option Period 2 – Travel	NTE \$10,000.00

Option Period 3: September 1, 2011 through August 31, 2012

CLIN #: Item	No. of Hours
0301: TO 1 – Licensing Customer Support Services	
Proposed Labor Categories	
Total Option Period 3 - TO 1 Price	

Performance Work Statement

Option 3: September 1, 2011 through August 31, 2012 Contd.

CLIN #: Item	No. of Hours
0302: TO 2 – Auction Support	
Proposed Labor Categories	
Total Option Period 3 - TO 2 Price	

CLIN #: Item	No. of Hours
0303: TO 3 – CGB Hotline	
Proposed Labor Categories	
Total Option Period 3 - TO 3 Price	

Performance Work Statement

Option 3: September 1, 2011 through August 31, 2012 Contd.

CLIN #: Item	No. of Hours
0304: Travel	
Proposed Labor Categories	
Total Option Period 3 – Travel	NTE \$10,000.00

Option Period 4: September 1, 2012 through August 31, 2013

CLIN #: Item	No. of Hours
0401: TO 1 – Licensing Customer Support Services	
Proposed Labor Categories	
Total Option Period 4 - TO 1 Price	

Performance Work Statement

Option 4: September 1, 2012 through August 31, 2013 Contd.

CLIN #: Item	No. of Hours
0402: TO 2 – Auction Support	
Proposed Labor Categories	
Total Option Period 4 - TO 2 Price	

CLIN #: Item	No. of Hours
0403: TO 3 – CGB Hotline	
Proposed Labor Categories	
Total Option Period 4 - TO 3 Price	

Performance Work Statement

Option 4: September 1, 2012 through August 31, 2013 Contd.

CLIN #: Item	No. of Hours
0404: Travel	
Proposed Labor Categories	
Total Option Period 4 – Travel	NTE \$10,000.00

Performance Work Statement

10.0 FCC CONTRACT CLAUSES and ATTACHMENTS

CLAUSE	APPLICABLE
A. Suitability and Security Processing.....	X
B. Submission of Invoices.....	X
C. Reimbursement of Travel Costs –	X
D. Place of Performance – Services.....	X
E. Government Furnished Property and Assistance.....	X
F. List of Installation-Accountable Property and Services.....	X
G. Confidentiality.....	X
H. Conflict of Interest.....	X
I. Phase-In Period	X
J. Ordering	X
K. Task Ordering Procedure.....	X
L. Option to Extend Services.....	X
M. Option to Extend the Term of the Contract.....	X
N. Availability of Funds.....	X
O. Drug Free Workplace	X

ATTACHMENTS

Non-Disclosure Agreement & Conflict of Interest Form	Attachment 1
FCC Security Operations Center Contract Personnel Record (A-600)	Attachment 2
FCC Computer System Application Access Assignment Form (A-200)	Attachment 3
Declaration for Federal Employment - website address (OF-306)	Attachment 4
FCC Policy Statement on the Prevention of Workplace Violence	Attachment 5
FCC Computer Security Program	Attachment 6
Performance Work Statement	Attachment 7
FCC Quote Coversheet	Attachment 8
Requirement Evaluation Criteria	Attachment 9
Requirement Price Quote Spreadsheet	Attachment 10
Requirement Historical Data	Attachment 11

FCC CONTRACT CLAUSES

A. SUITABILITY AND SECURITY PROCESSING

2.1. General

(a) All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal Employment* (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).

(b) Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202- 418-7884). The individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, **be removed by the contractor during the same business day that the determination is made.**

(c) If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.

(d) Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contract personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

2.2 At Time of Contract Award

(a) The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed contractor employees at the time of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). **The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC

Performance Work Statement

review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

(b) In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract (See Appendix No. 3, FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms.) These forms should be submitted to the FCC Computer Security Office.

(c) The COTR shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

(d) The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and contract personnel who have received a favorable adjudication so they may receive their permanent access credential.

2.3 IDENTITY PROOFING, REGISTRATION AND CHECKOUT REQUIREMENTS

2.3.1 Locator and Information Services Tracking (LIST) Registration

The Security Operations Center maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and contract employee personnel, regardless of work location.

The contract employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

2.3.2 Intake Processing

(a) Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contract personnel shall report to the FCC for identity verification and access badge issuance on their first scheduled workday.

(b) All new contract personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the original of one of the following:

- U.S. Passport (unexpired or expired)
- Certificate of U.S. Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-550 or N-570)
- School ID
- Voter's registration card

Performance Work Statement

U.S. Military card
Military dependent's ID card
U.S. Coast Guard Merchant Mariner card
Native American Tribal document
U.S. Social Security card
Certification of Birth Abroad, (Form FS-545 or Form DS-1350)
Original or certified copy of a birth certificate, bearing an official seal

(c) After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act form, and be photographed and issued the appropriate access badge.

(d) At this time the contract employee will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** - SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** - SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Security Clearances** – Standard Form (SF) 86, Questionnaire for Sensitive Positions

(e) For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Contractor or contract employee decision, within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or task order is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor and SOC shall agree on a pro-rated amount for reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

2.3.3. Monthly Contractor Personnel Reports

The monthly report verifying contract personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. Accurate and timely reporting are required as part of the ongoing access control efforts as mandated by HSPD-12 and implementing directives.

(a) The Contractor's Program Manager shall submit a contract personnel list to the SOC on the first working day of each month. This report shall be identified by the contract name and FCC number, and shall list all the contract employees working at the FCC in the immediately previous month.

Performance Work Statement

(b) The report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the subject contract. As well, any additional contract personnel who have been successfully processed for work on the contract since the previous report shall also be noted.

(c) The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and should originate with the Contract Program Manager or other Contractor executive personnel. The author of the email shall be considered the signatory.

(d) No later than the 15th of each month, the SOC will notify the Contract Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contracting Officer if the report is a) received after the first working day of the month, or b) contains errors in the listing. The notification will identify the reason for deficit in the report.

(e) The first instance of either a) or b) above shall result in a Five Hundred Dollar (\$500.00) penalty against the Contractor. The assessed penalty shall increase in Five Hundred Dollar (\$500.00) increments for each subsequent Monthly report received either late or containing errors.

2.3.4. Checkout Processing:

(a) All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, Contract Personnel Record.

(b) This process verifies the access badge has been returned to the SOC by the contract personnel.

(c) If the checkout processing is not completed by the contract employee, the Contractor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.

(d) The Contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within thirty (30) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Contractor will be provided the appropriate directions for an EFT.

(e) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the thirty (30) calendar days of the contract employee's departure from the FCC.

Performance Work Statement

B. SUBMISSION OF INVOICES

- (a) Invoices* shall be submitted in an original and two copies to : **FCC Travel/ Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554**

The items covered in FAR 52.216.26, are incorporated herein.

The invoice will contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

Contractor's Signature

The commission will return all improper invoices without action.

- (b) Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

- (c) Payment due date:

- (1) Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of

- (i) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (ii) The date tasks are formally accepted by the Government.

- (2) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

NOTE: *Invoices may be submitted via email to: FO-Einvoices@fcc.gov . In addition, copies of the emailed invoices shall also be sent to the COTR.

Invoices shall be submitted in an original and two copies to the Government office designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern, invoice number and invoice date;

Performance Work Statement

- (2) Contract number, or authorization for delivery of property or performance of services;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms;
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Other substantiating documentation or information as required by the contract; and,
- (7) Receipts to support all out-of-pocket expenses incurred by the Contractor.

C. REIMBURSEMENT OF TRAVEL COSTS

- a) The Government shall reimburse the Contractor for travel costs in support of this Order upon the Contractor's submission of an invoice in accordance with the contract's "Submission of Invoices" Clause.
- b) Reimbursement of travel costs shall be limited to reasonable coach airfare rates and Federal Travel Directory per diem and car rentals, as applicable, in effect at the time of the travel.
- c) No handling charges, indirect costs, profit, or fee shall be reimbursed for the travel costs.
- d) The contractor shall notify the Contracting Officer in the event that travel costs are expected to exceed the NTE price set aside for this order. The Contracting Officer must approve any change in the NTE travel price.
- e) **Travel expenses (with supporting documentation) shall be accumulated and submitted with the request for payments.**

D. PLACE OF PERFORMANCE--SERVICES

The services specified by this contract shall be performed at the following location(s):

FCC: 1270 Fairfield Road
Gettysburg, PA 17325

NOTES:

The majority of the work shall be performed at the FCC Gettysburg, PA location and occasionally at the FCC's headquarters office in the metropolitan DC area. Task 2 will require infrequent travel to support off-site FCC Auction events at various locations within the United States.

E. GOVERNMENT FURNISHED PROPERTY AND ASSISTANCE

The Government will house all Contractor personnel working on-site under this contract in the Government's current facilities or other potential future locations in Gettysburg, PA and/or Washington, D.C.

The Government will provide the Contractor with all necessary computer resource time to accomplish the work specified in fully executed Task Orders.

For all work performed on/in Government facilities, the Government will provide the Contractor with the following items for its use in the accomplishment of assigned tasks:

- (1) Office space and associated office equipment to include desks, chairs, telephones and miscellaneous office supplies;
- (2) Required Information Technology (IT) equipment similar to that which the Government provides its own employees; and

The Government will furnish each individual assigned to this contract with proper identification to facilitate their entry and departure to and from Government and or non-government buildings, as deemed necessary by the COTR.

F. LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES

The Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by the FCC in close proximity to the installation, if so designated by the Contracting Officer.

Performance Work Statement

- (a) Office space and work area space, including desks, chairs, and telephones. (Government telephones are available for official purposes only.
- (b) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Building maintenance and utilities for facilities occupied by Contractor personnel.

G. CONFIDENTIALITY AND CONFLICT OF INTEREST

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality.) It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor's organization, except as to those individuals: (a) assigned to or performing the contract work; or (b) as otherwise agreed to by the Contracting Officer. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consultants, representatives and, if any, other individuals it has identified as having a "need to know," and obtain the Contracting Officer's written consent to exchange confidential/proprietary information with them. The Non-Disclosure Agreement attached hereto as Attachment 4 must be executed by all affected individuals before the dissemination of any such information. It is understood that the FCC is procuring its requirements from the Contractor under the explicit condition that it ensure that its employees, subcontractors, consultants, representatives or any other individuals who have been approved in writing by the Contracting Officer to receive confidential/proprietary information, not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.

2. All reports, information, discussions, procedures, and any other data that is collected, generated or results from the performance of this contract is considered confidential/proprietary information, and may not be disclosed or used by the Contractor at any time in any manner outside the performance of this contract without the prior written approval of the FCC. Requests to make such disclosure must be addressed in writing to Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to

Performance Work Statement

this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

3. The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer.

4. All documents, photocopies, computer data and any other information of any kind collected or received by the Contractor in connection with the contract work shall be provided to the FCC upon request at the termination of the contract; i.e., the date on which final payment by the United States is made on the contract, or at such other time as may be requested by the Contracting Officer or as otherwise agreed by the Contracting Officer and the Contractor.

5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work.

H. CONFLICT OF INTEREST

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, including the appearance of impropriety, and unprofessional conduct. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity with respect to any matter directly involving the subject matter of the contract with the FCC. The Contractor shall also refrain from providing services to any person or entity with respect to any matter indirectly relating to the subject matter of the contract with the FCC without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the Contracting Officer in connection therewith. The Contractor further agrees that for a period of twelve (12) months following the termination date of the contract, it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining the written consent of the Contracting Officer. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data as provided in Paragraph F.1 above.

2. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract. This provision applies to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to

Performance Work Statement

perform any aspect of the contract work or who have been given access to any confidential/proprietary information as provided in Paragraph F.1.

3. The Contractor must submit with its proposal a certificate containing the following information:

a. Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the 2 years preceding the date this solicitation was issued, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant contract.

b. As further provided in Paragraph 4. below, the Contractor shall promptly report to the Contracting Officer, in writing, any changes to this list that may arise during the course of contract performance.

4. The Contractor certifies that it has made inquiry and that, to the best of its knowledge and belief, no actual or potential conflict, or situation that could raise the appearance of impropriety, exists with respect to the services to be provided in connection with the instant contract, or that any actual or potential conflict or appearance issue that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer.

5. The Contractor recognizes that the failure to mitigate or otherwise resolve to the satisfaction of the Government, any situation required to be reported pursuant to the above provisions, may render it ineligible for award or, if necessary, subject to contract termination.

6. The Contractor agrees that if after award of the contract or Task Order, it discovers an actual or potential conflict of interest, including an issue that may present the appearance of impropriety, or that any new circumstances have resulted in such issues, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail for the FCC to determine whether or not a conflict exists) and the action which the Contractor has taken or proposes to take to eliminate, neutralize, or mitigate the conflict. The Contracting Officer shall consider the Contractor's submission and take whatever action he or she deems to be in the best interest of the Government. If the contractor was aware of a potential or actual conflict of interest or appearance issue prior to award of this contract, or discovered such a situation after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

I. PHASE-IN PERIOD (modified at time of award)

The Contractor shall assume full contract responsibility for all of the requirements of this contract by September 15, 2008. The Contractor shall:

- Accomplish phase-in and training of Contractor personnel as required for the assumption of full contract responsibility.

Performance Work Statement

The Contractor shall charge the Government and be reimbursed for costs incurred for phase-in and training during said phase-in period in excess of **\$TBD**.

J. ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance cited in Section 4.0 of the PWS document.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

K. TASK ORDERING PROCEDURE

(a) Only the Contracting Officer may issue task orders* to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within **5** business days after receipt of the Contracting Officer's request (**within 24 hours for emergency tasks**), the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

Performance Work Statement

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 business day after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

NOTE: *All task orders will be electronically transmitted.

L. OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the secretary of labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 days.

M. OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **45 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **August 31, 2013**.

Performance Work Statement

N. AVAILABILITY OF FUNDS

Full funding is not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

O. DRUG-FREE WORKPLACE

Drug-Free Workplace. Within thirty (30) days of award of this contract the Contractor shall provide the COTR and CO with the documentation required under FAR 52.223-6, concerning the establishment and maintenance of a Drug-Free Workplace program. The Contractor shall further provide the COTR and CO with any materials in further support of and detailing their corporate policy in this regard.